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CHAPTER 13 PLAN (Individual Adjustment of Debts)

- ☒ October 21, 2022 Original Plan
☐ Amended Plan (Indicate 1st, 2nd, etc. Amended, if applicable)
☐ Modified Plan (Indicate 1st, 2nd, etc. Modified, if applicable)

DEBTOR: Gary Peterson JOINT DEBTOR: Betty Peterson CASE NO.: 22-

SS#: xxx-xx- SS#: xxx-xx-

I. NOTICES

- To Debtors: Plans that do not comply with local rules and judicial rulings may not be confirmable. All plans, amended plans and modified plans shall be served upon all creditors and a certificate of service filed with the Clerk pursuant to Local Rules 3015-1, 3015-2, and 3015-3.
- To Creditors: Your rights may be affected by this plan. You must file a timely proof of claim in order to be paid. Your claim may be reduced, modified or eliminated.
- To All Parties: The plan contains no nonstandard provisions other than those set out in paragraph VIII. Debtor(s) must check one box on each line listed below in this section to state whether the plan includes any of the following:

The valuation of a secured claim, set out in Section III, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section III	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
Nonstandard provisions, set out in Section VIII	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

TO ALL PARTIES:

Unless otherwise provided for in this plan, the Trustee shall disburse payments in the following order: administrative expenses including trustee and attorney fees, secured claims, priority claims, general unsecured claims.

II. PLAN PAYMENTS, LENGTH OF PLAN AND DEBTOR(S)' ATTORNEY'S FEE

- A. MONTHLY PLAN PAYMENT:** This Plan pays for the benefit of the creditors the amounts listed below, including trustee's fees beginning 30 days from the filing/conversion date. Debtor(s) will make payments by employer wage order, unless otherwise specified herein. The payments must be made for the Applicable Commitment Period, either 36 or 60 months, or for a shorter period that is sufficient to pay allowed nonpriority unsecured claims in full.

1. \$765.00 for 60 months;
2. \$0.00 for _____ months;
3. \$0.00 for _____ months;
4. \$0.00 for _____ months;
5. \$0.00 for _____ months;
6. \$0.00 for _____ months;
7. \$0.00 for _____ months;
8. \$0.00 for _____ months;
9. \$0.00 for _____ months;
10. \$0.00 for _____ months;
11. \$0.00 for _____ months;
12. \$0.00 for _____ months;
13. \$0.00 for _____ months;

\$45,900.00

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- ☒ Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

State Bank Financial has a mortgage on the homestead with a balance in the estimated amount of \$43,734.00. The secured claim shall be amortized over 84 months at 5% interest for a monthly payment of \$618.13. Prior to confirmation, the Debtors shall pay adequate protection to State Bank Financial in the monthly amount of \$618.13. Upon confirmation, the Debtors shall continue to pay the monthly amount of \$618.13. The monthly payment will be paid through the Chapter 13 Trustee. The Debtors will make the payment directly to State Bank Financial upon completion of the Chapter 13 Plan.

- ☐ Mortgage Modification Mediation

PROPERTY OF THE ESTATE WILL VEST IN THE DEBTOR(S) UPON PLAN CONFIRMATION.

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

s/Gary Peterson Debtor November 4, 2022
 Gary Peterson Date

s/Betty Peterson Joint Debtor November 4, 2022
 Betty Peterson Date

s/Greg P. Pittman November 4, 2022
 Attorney with permission to sign on Date
 Debtor(s)' behalf

By filing this document, the Attorney for Debtor(s) or Debtor(s), if not represented by counsel, certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form Chapter 13 Plan and the plan contains no nonstandard provisions other than those set out in paragraph VIII.